



STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
PROCUREMENT



ELECTRONIC REQUEST FOR QUOTES

ADOT SOLICITATION REFERENCE NUMBER: **T07-21-00029**

Commodity Code: **0939-0021**

Description: **Purchase Six (6) Panasonic Toughbooks, Model CF18, Brand Name or Equal**

DUE DATE: September 25, 2006

at 5:00 P.M. MST

DATE POSTED: **September 12, 2006**

Submittal Location:

Arizona Department of Transportation
Procurement Group
1739 West Jackson Street, Suite A, 100P
Phoenix, Arizona 85007-3276

REPLY TO: FAX: (602) 712-8647

Responsible Procurement Officer: Judy Junge, CPPB Phone: (602) 712- 8516

PROCUREMENTS LESS THAN \$50,000.00 ARE RESTRICTED TO SMALL BUSINESSES. A SMALL BUSINESS IS ONE THAT, INCLUDING ITS AFFILIATES, IS INDEPENDENTLY OWNED AND OPERATED, IS NOT DOMINANT IN THE TYPE OF BUSINESS IT CONDUCTS, AND WHICH EMPLOYS FEWER THAN 100 FULL TIME EMPLOYEES OR WHICH HAS GROSS RECEIPTS OF LESS THAN \$4 MILLION IN ITS LAST FISCAL YEAR.

“An Equal Employment Opportunity Agency”

The Arizona Department of Transportation is committed to the principles of Equal Employment Opportunity. To ensure dissemination of the Equal Opportunity Program throughout all levels of the department, the ADOT Civil Rights Deputy Administrator serves as the Equal Opportunity Administrator for the Arizona Department of Transportation.

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1.0 SCOPE OF WORK

It is the intent of the Arizona Department of Transportation (ADOT), here into referred to as the Department, to establish a single purchase for, Six (6), Panasonic Toughbooks, Model CF18, Brand Name or Equal, in full accordance with the following specifications:

1.1 **SPECIFICATIONS**

This Solicitation is for the purchase of Six (6) Panasonic Toughbooks, Model CF18, Brand Name or Equal, as follows:

CF-18NDHZXVM Panasonic Toughbooks TB 18
PM 753 1.2G 512MB 60GB 10.4-XGA WL XPT

Warranty 3 years parts and labor

Lithium Ion Battery Pack
Warranty-Battery Laptop 1 Year, 2 Year, 3 Year
WARRANTY Stipulated by Manufacturer for Parts & Labor

2.0 **UNIFORM TERMS AND CONDITIONS**

Incorporated by reference. To obtain a copy of the Uniform Terms and Conditions in full text, you can log on to <https://www.spirit.az.gov/Applications/SPIRIT/SR.nsf> or contact Judy A. Junge, CPPB at (602) 712-8516.

3.0 **SPECIAL TERMS AND CONDITIONS**

3.1 **TERM OF CONTRACT**

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter unless terminated, cancelled or extended as otherwise provided herein. **Aggregate amount of contract shall not exceed \$49,999.99.**

3.2 **CONTRACT EXTENSION**

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months **or** not to exceed \$49,999.99, **which ever comes first.**

The Department reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date.

3.3 **CHANGES**

The Department reserves the right to revise the delivery and schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the interest of the Department. All changes shall be documented by formal amendments to the contract.

3.4 **BID EVALUATION**

In accordance with the Arizona Procurement Code §41-2535, awards shall be made to the responsible bidder submitting the quotation, which is most advantageous to the State and conforms to the requirements and criteria set forth in this Electronic Request For Quotes.

3.5 **ELIGIBLE AGENCIES**

Any contract resulting from this solicitation shall be for the exclusive use of the agency designated on the cover sheet of this document.

3.6 **ORDERING PROCESS**

Upon award of a contract the Department's Procurement Group, or any designated Agency may procure the specific material and/or service awarded by the issuance of a contract purchase order to the appropriate contractor.

Each contract purchase order must cite the correct contract number. The award of a contract shall be in accordance with the Arizona Procurement Code and all transactions and procedures required by the Code for public bidding shall be complied with. A contract purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the using agency to order and the contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of but not limited to contract cancellation, suspension and/or debarment of the contractor.

3.7 **SHIPPING TERMS**

Prices shall be **F.O.B. Destination, freight prepaid**, to the following locations:

Arizona Department of Transportation:

ITG PC/LAN Support
206 S. 17th Ave. Rm 111
Phoenix, Arizona 85007

The contractor shall retain title and control of all goods until they are delivered and acceptance has been made. All risks of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The Department shall notify the contractor promptly of any damaged and shall assist the contractor in arranging for inspection.

3.8 **DELIVERY**

Deliveries shall be completed as soon as possible, but no later than **the number of days specified on Attachment 2, Price Sheet**, after receipt of order (ARO). The successful bidder shall contact the Department at forty-eight (48) hours prior to delivery.

3.9 **ACCEPTANCE**

Each item delivered shall be subject to a complete inspection by the Department. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials. If the delivered product is returned to the contractor for corrective action prior to acceptance for any reason, an additional period of fifteen (15) calendar days shall be allowed for inspection when subsequent deliveries occur.

The contractor shall be fully responsible for the transport of the material from and to the delivery location, for installation and/or for the correction of items or workmanship not in compliance with the specifications.

Product returned to the contractor for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted by the contract administrator.

3.10 INVOICING

Separate invoices are required for each shipment of product.

Each separate invoice shall include at a minimum:

- Description and listing of quantities
- Date of shipment
- Department contract number and purchase order number
- Price per unit and total per unit
- Applicable taxes
- Total of invoice

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the contractor. A contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, and inspections as described herein. DELIVERY OF THE PRODUCT TO THE DEPARTMENT DOES NOT CONSTITUTE ACCEPTANCE, THEREFORE, ONLY THE DEPARTMENT ACCEPTANCE DATE WILL BE A VALID DATE FOR STARTING THE THIRTY (30) CALENDAR DAY PAYMENT PERIOD.

3.11 PROMPT PAYMENT DISCOUNT

Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price (See Attachment 2, Price Sheet(s)).

3.12 SAFETY STANDARDS

All items supplied under this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

3.13 WARRANTY

The bidder warrants:

1. That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship.

2. The warranty period on workmanship and materials shall be based on a minimum of twelve (12) months from the time of delivery.

All bidders shall indicate on a separate written sheet that is submitted with their bid the exact conditions, limitations and duration of their warranty. As a minimum the warranty provided shall conform to the requirements stated herein.

3.14 VENDOR REGISTRATION

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed Substitute W-9, Page 16, on file with the Department's Procurement Section. No payments shall be made until the forms are on file. Questions may be directed to Bonnie Hartley at (602) 712-8520.

3.15 CONTRACT ADMINISTRATION

For information regarding the Uniform and Special Terms and Conditions, and Specifications referenced in this Solicitation contact:

Judy A. Junge, CPPB
Procurement Officer
(602) 712-8516

Following award, the contractor shall contact the Procurement Group for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions or scope of the contract. Only the Contract Officer or his/hers authorized designee is authorized to change or amend the specific terms, conditions or provisions of the agreement.

3.16 ESTIMATED QUANTITIES

This solicitation references quantities as a general indication of the needs of the Department. The Department anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the Department reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

No guarantee is made concerning any annual quantities to be actually ordered. Contract shall not exceed \$49,999.99.

3.17 NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

a. If intended for the State, to:

Arizona Department of Transportation
Procurement Group
1739 W. Jackson Street, Suite A, 100P
Phoenix, Arizona 85007-3276
Attention: Judy A. Junge, CPPB

b. If intended for the contractor, to:

The contractor Name
Address
City, State, Zip
Attention:

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Chief Procurement Officer and, if intended for the contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

3.18 CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if contractor or any subcontractors or others in the employ or under the supervision of the contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property

pursuant to ADOT Policy, PER 6.04, "Weapons in the Workplace." Such property includes ADOT owned or leased office building, yards, parking lots, construction sites or state owned vehicles.

Further, if the contractor or any subcontractors or others in the employ or under the supervision of the contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

3.19 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States.

Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

3.20 FEDERAL IMMIGRATION AND NATIONALITY ACT

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract.

The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.21 INDEMNIFICATION CLAUSE

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, Its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

3.22 INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$1,000,000
Products – Completed Operations Aggregate	\$500,000
Personal and Advertising Injury	\$500,000
Blanket Contractual Liability – Written and Oral	\$500,000
Fire Legal Liability	\$25,000
Each Occurrence	\$500,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

- a. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$50

The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$100,000

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- a. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

Professional Liability (Errors and Omissions Liability)

Each Claim	\$ 500,000
Annual Aggregate	\$1,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **State of Arizona Department of Transportation, 1739 W. Jackson St., Suite A, 100P, Phoenix, AZ 85007, Judy A. Junge, CPPB** and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **State of Arizona Department of Transportation, 1739 W. Jackson St., Suite A, 100P, Phoenix, AZ 85007, Judy A. Junge, CPPB**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

3.23 **BRAND NAME OR EQUAL**

There are currently a number of products that have been determined, through evaluation and/or testing, to be equivalent to the requirements of these specifications. The listing of these brands is not intended to limit or restrict competition. Rather, it is to set the standard quality, design, performance and characteristics of the products herein specified. Any bid which proposes products that are of equal quality, type of material, design and performance will be considered if sufficient evidence and information is given to establish it as an equal, and the Department determines the product to be an equal to the named brand and these specifications.

A listing of the description products which have performed acceptably under the Department's or list other organization list type of test, are as follows:

LIST PRODUCT NAME & MANUFACTURER

- 3.24 **ENERGY STAR** - House Bill (HB) 2324, State Buildings; Energy Conservation Standards Requires that State Agencies decrease energy consumption. Additionally HB 2324 mandates that "all state agencies shall procure energy efficient products that are certified by the United States Department of Energy or that are certified under the Federal Energy Management Program in all categories that are available unless the products are shown not to be cost-effective on a lifecycle cost basis."

Additional information pertaining to the ENERGY STAR program can be found at: http://energystar.gov/index.cfm?c=bulk_purchasing.bus_purchasing

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3.25 **SECTION 508 OF THE REHABILITATION ACT OF 1973**

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. § 41-2531 and § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

4.0 UNIFORM INSTRUCTIONS TO OFFERORS

Incorporated by reference. To obtain a copy of the Uniform Instructions to Offerors in full text, you can log on to <https://www.spirit.az.gov/Applications/SPIRIT/SR.nsf> or contact Judy A. Junge at (602) 712-8516.

5.0 SPECIAL OFFER SUBMITTAL INSTRUCTIONS

Complete and return all required information to the location indicated on the solicitation, page one (1) by the time indicated.

Responses must be in writing, signed and faxed to: (602) 712-8647, Attention: Judy A. Junge.

Complete and return the following:

- OFFER & CONTRACT AWARD SHEET
- PRICE SHEET
- SUBSTITUTE W-9 FORM
- ALL SOLICITATION AMENDMENTS, IF ANY

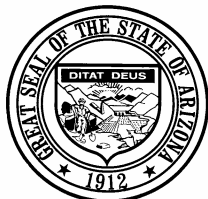


Exhibit 1

STATE OF ARIZONA
CERTIFICATE OF INSURANCE

STATE AGENCY/DEPT.: ARIZONA DEPARTMENT OF TRANSPORTATION

PROJECT TITLE: Six Panasonic ToughbooksCONTRACT NUMBER: T07-21-00029

PRODUCER	COMPANIES AFFORDING COVERAGE	CURRENT A.M. BEST RATING
	A	
	B	
	C	
	D	
INSURED		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (,000)	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> PER PROJECT PRODUCT/COMPLETED OPERATIONS				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE(ANY ONE FIRE) MED.EXPENSE(ANY ONE PERSON)	\$ _____ \$ _____ \$ _____ \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>				COMBINED SINGLE LIMIT BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE	\$ _____ \$ _____ \$ _____
	PROFESSIONAL LIABILITY <input type="checkbox"/> TYPE _____ <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				EACH OCCURRENCE AGGREGATE	\$ _____
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	\$ _____
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	\$ _____ \$ _____
	BUILDERS RISK					
	OTHER:					

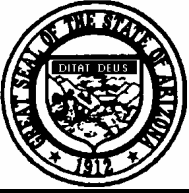
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS:

STATE OF ARIZONA AND THE STATE AGENCY NAMED BELOW ARE ADDED AS ADDITIONAL INSUREDS. IT IS AGREED THAT COVERAGES AFFORDED UNDER THE POLICIES CERTIFIED IN THIS CERTIFICATE SHALL BE PRIMARY AND ANY INSURANCE OR SELF-INSURANCE PROGRAM CARRIED BY THE STATE OR ANY OF ITS AGENCIES, BOARDS, DEPARTMENTS OR COMMISSIONS SHALL BE EXCESS AND NOT CONTRIBUTORY INSURANCE TO THAT PROVIDED BY THE NAMED INSURED.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

CERTIFICATE HOLDER / ADDITIONAL INSURED	AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY
State of Arizona Arizona Department of Transportation 1739 W. Jackson St. Suite A, 100P Phoenix, AZ 85007-3276	SIGNATURE _____ DATE: _____ —

OFFER AND CONTRACT AWARD



ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson, Suite A, 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211



SOLICITATION NO. **T07-21-00029**

Submit this form with an original signature to the State.

OFFER

TO THE STATE OF ARIZONA:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Federal Employer Identification

No.: _____

For clarification of this offer, contact:

Printed Name

Offeror's (Company) Name

Email Address

Address

Company Email Address

City State Zip

Signature of Person Authorized to Sign Offer

Phone

Printed Name

Date

Facsimile

Title

SMALL BUSINESS CERTIFICATION

As a person authorized to represent this offeror, by signing below I certify that the bidding organization is qualified as a small business. A small business means a concern, including its affiliates, which is independently owned and operated, which is not dominant in its field, and which employs fewer than one hundred full-time employees or which had gross annual receipts of less than four million dollars in its last fiscal year (A.R.S. §41-1001). Procurements estimated to cost less than fifty thousand dollars (\$50,000.00) shall be restricted to small businesses in accordance with A.A.C. R2-7-335.

Signature of Person Authorized to Certify Status as Small Business

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's offer as accepted by the state.

Six (6) Panasonic Toughbooks, Model CF18

This contract shall henceforth be referred to as Contract No. _____.

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order.

State of Arizona

Awarded this _____ day of _____ 2006

Judy A Junge, CPPB
As Procurement Officer and not personally.

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PRICE SHEET

MUST BE COMPLETED IN ACCORDANCE WITH SOLICITATION REQUIREMENTS AND SUBMITTED WITH OFFER

SOLICITATION NO. T07-21-00029

Quantities are for estimating purposes only and are not intended to indicate the actual quantities, which may be required by this contract.

Description	Est. Qty.	Unit	Unit Price	Extended Price
1. CF-18NDHZXVM Panasonic Toughbooks TB 18	6	EA	\$_____	\$_____
2. PM 753 1.2 G 512MB 60GB 10.4-XGA WL XPT	6	EA	\$_____	\$_____
3. Lithium Ion Battery Pack	6	EA	\$_____	\$_____
4. Warranty on Laptop, battery, Parts & Labor	1	YR	\$_____	\$_____
5. Warranty on Laptop, battery, Parts & Labor	2	YR	\$_____	\$_____
6. Warranty on Laptop, battery, Parts & Labor	3	YR	\$_____	\$_____
7. Delivery	6	EA	\$_____	\$_____

TOTAL GROSS \$_____

OFFER

Do not include sales tax in the above figures. Tax will not be used in the evaluation of bids.

Company Name

Representatives Name

_____**% Arizona Sales Tax, State & City**

**IF PAYMENT IS MADE WITHIN _____ DAYS AFTER RECEIPT OF GOODS OR SERVICES, THE ABOVE QUOTED PRICE CAN BE
DISCOUNTED BY _____%.**

DO NOT SEND TO IRS

Vendor MUST Print
or Type Information**STATE OF ARIZONA****SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM**

DO NOT SEND TO IRS

Vendor MUST Print
Or Type Information• Taxpayer Identification Number
(TIN)• TIN
Type

- ☐
- Employer Identification Number (EIN)
-
- ☐
- Social Security Number (SSN)

• State of Arizona HRIS EIN
State of Arizona Employees ONLY

• Legal Name

Must match TIN above

• Entity Type Select one of the following

- ☐ Corporation (NOT providing health care, medical or legal services) (5A)
☐ Corporation (providing health care, medical or legal services) (5M)
☐ Partnership, LLP (5T)
☐ PLLC, LLC (5C)
☐ Individual/Sole Proprietor (6I)
☐ The US or any of its political subdivisions or instrumentalities (2G)
☐ A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)
☐ Tax-exempt organization under IRC §501 (5C)
☐ An international organization or any of its agencies or instrumentalities (5U)
☐ State of Arizona employee (1E)
☐ Other Non-Tax-Exempt Entity (5P)

• Minority Business Indicator Select one of the following

- ☐ Small Business (01)
☐ Small Business – African American (23)
☐ Small Business – Asian (24)
☐ Small Business – Hispanic (25)
☐ Small Business – Native American (27)
☐ Small Business – Other Minority (05)
☐ Small, Woman Owned Business (06)
☐ Small, Woman Owned Business - African American (29)
☐ Small, Woman Owned Business – Asian (30)
☐ Small, Woman Owned Business – Hispanic (31)
☐ Small, Woman Owned Business – Native American (33)
☐ Small, Woman Owned Business – Other Minority (11)
☐ Woman Owned Business (03)
☐ Woman Owned Business – African American (17)
☐ Woman Owned Business – Asian (18)
☐ Woman Owned Business – Hispanic (19)
☐ Woman Owned Business – Native American (21)
☐ Woman Owned Business – Other Minority (08)
☐ Minority Owned Business – African American (17)
☐ Minority Owned Business – Asian (32)
☐ Minority Owned Business – Hispanic (74)
☐ Minority Owned Business – Native American (15)
☐ Minority Owned Business – Other Minority (02)
☐ Non-Profit, IRC §501© (88)
☐ Non-Small, Non-Minority or Non-Woman Owned Business (00)

• Main Address

Where tax information and general correspondence is to be mailed

DBA\Branch\Location

Address

Address continued

City

State

Zip code

• Remit to Address

☐ Same as Main

DBA\Branch\Location

Address

Address continued

City

State

Zip code

Contact Information

Name

Phone #

EXT

Fax

email

• Certification

Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND

3. I am a U.S. person (including U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup.

Signature

Title

Current Date

STATE OF ARIZONA **AGENCY** USE ONLY**VENDOR: DO NOT WRITE BELOW THIS LINE**

AGY

Agency Authorization

Phone

Date

<input type="checkbox"/> IRS TIN Matching	<input type="checkbox"/> Corporation Commission	<input type="checkbox"/> HRIS	<input type="checkbox"/> Other		<input type="checkbox"/> Other	
Vendor Number		MC	Processed by		Date Processed	